

Online Banking Use Agreement

[Why am I seeing the Online Banking Use Agreement?](#)

Following is a copy of the Use Agreement which you are required to accept in order to use online banking services.

It's Me 247 Online Banking Use Agreement
Revised: November 16, 2015



Effective Date: November 16, 2015

Online Banking Use Agreement, Authorization to Receive Electronic Statements and Other Disclosures, and Electronic Bill Payment

1. The **It's Me 247** online banking system (hereinafter called the SYSTEM), is provided as a service of the CREDIT UNION and permits access to your account information and, upon request, allows account transactions to be conducted. By accessing the SYSTEM, you are verifying that you are the account holder or you have full legal authority granted by the account holder to obtain information and conduct transactions. Reference to "computer" in this Agreement shall mean any electronic and/or digital device that provides web browser capabilities, including personal computer, laptop, personal digital assistant, and mobile and/or smartphone compatible with the SYSTEM.
2. The CREDIT UNION has provided an Account Number and initial password which are required in order to permit access through the SYSTEM. The first time you login to Online Banking, you will be required to change this initial password. You authorize the CREDIT UNION to follow any instructions entered through the online banking SYSTEM using your password. You agree that you are responsible to make sure that the Account Number and password are maintained in a secure manner and not disclosed to any person who is not authorized to obtain account information or conduct transactions on your account.
3. If you use any method of storing the Account Number and password on your computer, you agree that you are solely responsible for any access obtained to account information or any transactions conducted on any account. If you have reason to believe that the Account Number or password have been disclosed to or obtained by any unauthorized person, you agree to immediately notify the CREDIT UNION.
4. When connected to or using the SYSTEM, you agree to ensure that no unauthorized persons have access to your computer. If you fail to maintain direct control and supervision over your

computer or otherwise fail to ensure that no unauthorized persons have access to your computer when connected to or using the SYSTEM, you agree that any use of the SYSTEM utilizing your password is not unauthorized use, and the CREDIT UNION and any other companies or entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transactions conducted on any account, to the extent permitted by law.

5. The CREDIT UNION may provide documents which are delivered to you electronically. These electronic documents are accessible when you login to the online banking SYSTEM. You agree to receive these documents, and any disclosures to which you are entitled under Federal Reserve Board Regulations B (Equal Credit Opportunity Act), E (Electronic Fund Transfers Act), M (Consumer Leasing Act), Z (Truth in Lending Act), and CC (Expedited Funds Availability Act); the National Credit Union Administration Truth in Savings Regulation, the Fair Credit Reporting Act, and any other applicable state or federal regulation or statute, including but not necessarily limited to your monthly credit union account statement, electronically, through your access to this system.
6. You understand and acknowledge that you presently have the right to receive such disclosures in paper form, and that you may revoke the authorization given in Section 5 at any time by providing the Credit Union with written notice of such revocation, at which time you will again be entitled to receive such disclosures in paper form. Whether you send such notice of revocation by paper or electronic means, the effective date of your revocation will be no more than 30 days from the day such notice is acknowledged as received by the credit union.
7. The technical requirements to assure that you have the ability to access and retain your eStatements and other electronic disclosures are described in this section. You must have Internet access and a valid email account and address. You must request access to the online banking SYSTEM through the CREDIT UNION. Your computer must have installed browser software which utilizes appropriate security protections. If you fail to use current, supported browser software, the CREDIT UNION and any other entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transaction conducted on any account. For E-Statements and other electronic documents, you must have access to a printer or the ability to download information in order to keep copies of electronic documents for your records.
8. You understand and agree that you must notify the credit union if your email address changes by providing the CREDIT UNION with written or electronic notice of any such change in address, and that the effective date of this new email address will be no more than 30 days from the day such notice is acknowledged as received by the credit union. You hereby hold the CREDIT UNION harmless in the event that you have not received any required statement or other notice as a result of your failure to notify the credit union of a change in your email address.
9. You understand and agree that even though you have agreed to receive disclosures electronically, you may contact the CREDIT UNION by email or telephone to request that the CREDIT UNION send a paper copy of a disclosure that has already been sent electronically, and that the CREDIT UNION may charge a fee for that service, which fee will be separately disclosed. You agree that such fee can be deducted by the CREDIT UNION from any account you own at the CREDIT UNION.

10. By accepting this Agreement, you acknowledge that you have read the terms of this Agreement and that you agree to be bound by these terms. When you enroll in the eStatement service, you consent to receive your periodic account statements and other disclosures electronically. If your CREDIT UNION account is owned jointly with another person(s), any one of you may consent to receive E-Statements and electronic disclosures, including eNotices. Further, you understand that by accepting this Agreement, the current date will be logged as part of your account records and the SYSTEM services will be activated for your account.

USE OF THE BILL PAY SERVICE PROVIDER

CREDIT UNION offers the Bill Pay service through our designated third-party service provider. The service provider will be processing bill payments and answering questions directly related to such member-initiated bill payments. Accordingly, the term "Customer Care" represents the customer service provided by the service provider to the CREDIT UNION Bill Pay subscribers on the CREDIT UNION behalf. CREDIT UNION, at its sole discretion, reserves the right to change Bill Pay service providers.

CHARGES OR FEES

Charges for the Bill Pay service, other transactions and optional services (e.g., non-sufficient funds or stop payment fees) are specified in CREDIT UNION's *Schedule of Fees & Charges*, which can be found on the CREDIT UNION website.

You agree to pay such fees and charges, and authorize the Service to charge your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment

Account (for example, there are non-sufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and
5. The Service is authorized to report the facts concerning the return to any consumer credit reporting agency.

In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the CREDIT UNION' *Schedule of Fees & Charges*, which can be found on the CREDIT UNION website (www.cuanswers.com). Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using the Service, you agree that the CREDIT UNION has the right to collect funds from all of your share accounts, as well as the available balance on your line of credit accounts (e.g., CLOC or credit card accounts) to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

BILL PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically five [5] or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, select a Scheduled Payment Date that allows adequate time for delivery prior to any late date or grace period.

PROHIBITED PAYMENTS

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block cancel and/or reverse such payments:

Payments to persons or entities located in prohibited territories (including any territory outside of the United States); Payments that violate any law, statute, ordinance or regulation; Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or

images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; Payments related to gambling, gaming and/or any activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; Tax payments and court ordered payments including but not limited to Alimony and Child Support. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in above of any violations of this section or the Agreement generally.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability, and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your CLOC account. Per federal regulation, pre-authorized telephone, Internet, or automatic transfers from savings to cover checking overdrafts cannot exceed six (6) in number per calendar month;
2. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction.
3. You have not provide the Service with the correct Payment Account Information, or the correct name, address, phone number, or account information for the Biller; and/or
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the

Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, directing to the proper Biller any previously misdirected transactions, and, if applicable, any late payment-related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be canceled or edited. Therefore, a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Bill Pay Customer Care, offered through our Service Provider. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. Please refer to the CREDIT UNION' *Schedule of Fees & Charges*, which can be found on the CREDIT UNION website (cuanswers.com).

ELECTRONIC BILL (E-BILL) DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills (E-Bills) only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purposes of the Biller informing you about Service and/or bill information.

Activation – Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility

to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification with the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-delivery of electronic bill(s) – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorized using the Services. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your

password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and Service account number;
- Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders;
- If you give us your written permission; or
- In accordance with the CREDIT UNION' privacy policy.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related

material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as a part of this Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that your contact information with the CREDIT UNION' is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made within the service using the "Update My Personal Profile" feature or by contacting the CREDIT UNION Credit Union. Any changes in your Payment Account should also be made in accordance with the procedures outlined within Service online features. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION OR SUSPENSION

CREDIT UNION or the Service may terminate or suspend Bill Pay Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Any payment(s) the Service has already processed before the termination or suspension date will be completed by the Service. All Scheduled Payments (including, recurring payments) will not be processed once the Service is terminated or suspended.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal or prior agreement,